


SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. NNM09ZPS004E	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED	PAGE OF PAGES 1 58	

IMPORTANT -- The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
7. ISSUED BY: CODE: MSFC NASA/Marshall Space Flight Center Office of Procurement Marshall Space Flight Center AL 35812		8. ADDRESS OFFER TO John Busbey ATTN: SEALED BID FOR NNM09PS004E PS32, Bldg 4250, Room 36A Marshall Space Flight Center, AL 35812	
9. FOR INFORMATION CALL: 	a. NAME John A Busbey		b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 256-544-0896

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date)

PROJECT TITLE: MSFC 4707 MPTA Facility Modification for Vertical Weld

PROJECT DESCRIPTION: The work to be performed under this project consists of providing the labor, equipment, and materials to perform the MSFC 4707 - MPTA Facility Modification for Vertical Weld. There will be a new Vertical Assembly Tool in building 4707. This tool will require the modification of the electrical service, existing foundations, moveable platforms, and Heating, Venting, and Air Conditioning.

BID OPENING LOCATION: Because of access restrictions to Redstone Arsenal and Marshall Space Flight Center, official bid openings are held at the Huntsville-Madison County Chamber of Commerce, 225 Church Street, Huntsville, Alabama, 35810. Bidders planning to attend the bid opening in person may hand-carry their bid. BIDDERS SHALL NOT MAIL OR OTHERWISE HAVE THEIR BIDS DELIVERED (VIA FEDEX, UPS, ETC) TO THE CHAMBER OF COMMERCE. BIDS NOT HAND CARRIED ARE TO BE SENT TO THE PROCUREMENT OFFICE AT THE ADDRESS IN BLOCK 8 SO AS TO MEET THE DATE AND TIME SPECIFIED HEREIN IN BLOCK 13. THE BID SHALL BE ENCLOSED IN A SEALED ENVELOPE AND IDENTIFIED PER SOLICITATION PROVISION 52.214-5, SUBMISSION OF BIDS.

Continued ...

11. The Contractor shall begin performance <u>10</u> calendar days and complete it within <u>245</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. The performance period is <input checked="" type="checkbox"/> mandatory <input type="checkbox"/> negotiable. (See _____.)	
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (If "YES", indicate within how many calendar days after award in Item 12b.)	12b. CALENDAR DAYS <u>10</u>
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
a. Sealed offers in original and <u>0</u> copies to perform the work required are due at the place specified in Item 8 by <u>1300</u> (hour) local time <u>10/22/2009</u> (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.	
b. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required.	
c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.	
d. Offers providing less than <u>90</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

15. TELEPHONE NO. (Include area code)

16. REMITTANCE ADDRESS (Include only if different than item 14.)

CODE

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in item 13d. Failure to insert any number means the offeror accepts the minimum in item 13d.)

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation — give number and date of each)

AMENDMENT NO.										
DATE.										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

20b. SIGNATURE

20c. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies, unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c) ()☐ 41 U.S.C. 253(c) ()

26. ADMINISTERED BY

CODE

MSFC

27. PAYMENT WILL BE MADE BY

NASA/Marshall Space Flight Center
Marshall Space Flight Center AL 35812

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE☐ 28. NEGOTIATED AGREEMENT

(Contractor is required to sign this document and return _____ copies to issuing office.)

Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations,

☐ 29. AWARD

(Contractor is not required to sign this document.)

Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)

31a. NAME OF CONTRACTING OFFICER (Type or print)

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

31c. DATE

BY

CONTINUATION SHEET

 REFERENCE NO. OF DOCUMENT BEING CONTINUED
 NNM09ZPS004E

PAGE

OF

3

58

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Prior to the bid opening conference, the contracting officer will collect all bids received AT THE ADDRESS SHOWN IN BLOCK 8 and hand carry them to the conference. Any other bids received will be subject to consideration pursuant to contract clause 52.214-7.</p> <p>Notes:</p> <ol style="list-style-type: none"> 1. All questions pertaining to Drawings and Specifications on MSFC IFB NNM09ZPS004E must be submitted no later than 15 calendar days prior to scheduled bid opening. 2. Requests for IFB packages will not be accepted less than fifteen days prior to bid opening. 3. Bidders are hereby informed that their Experience Modification Rating (EMR) will be evaluated as one of the areas considered in making a responsibility determination in accordance with Federal Acquisition Regulation (FAR) 9.105-1(c). Bidders shall therefore submit their EMR rating with their bid. A bidder's EMR rating higher than 1.0 may be cause for finding the bidder non responsible in accordance with FAR 9.103. 4. The subcontractors working under the prime contractors shall have an EMR of 1.1 or less and should be submitted to the Contracting Officer prior to NOTICE TO PROCEED. 5. Award of this project is contingent upon the availability of funds. The Government accepts no responsibility for bid preparation expenses. <p>INCO TERMS 2: DESTINATION</p>				

**SECTION A - SOLICITATION/CONTRACT FORM
BID SCHEDULE**

SOLICITATION: IFB # NNM09ZPS004E

PROJECT: "MSFC 4707 – MPTA Facility Modification for Vertical Weld"

DESCRIPTION OF WORK:

The work to be performed under this project consists of providing the labor, equipment, and materials to perform the MSFC 4707 – MPTA Facility Modification for Vertical Weld. There will be a new Vertical Assembly Tool in building 4707. This tool will require the modification of the electrical service, existing foundations, moveable platforms, and Heating, Venting, and Air Conditioning.

BID ITEM

BID SCHEDULE

AMOUNT

BASE BID:

Provide all work to provide upgrades at building 4707 as described in Spec. No. FAC-M5032 and as shown on the contract drawings referenced therein, except alternate #1.

\$ _____

ALTERNATE NO. 1:

Provide a rehabilitation and modification of the moveable platform and elevator system as described in Spec. No. FAC-M5032 and as shown as alternate #1 in the contract drawings referenced therein.

\$ _____

SECTION B - SUPPLIES OR SERVICES AND PRICES

B.1 1852.216-78 FIRM FIXED PRICE. (DEC 1988)

The total firm fixed price of this contract is \$ *[will be inserted at time of award]*.

(End of clause)

[END OF SECTION]

SECTION C - DESCRIPTION/SPECIFICATIONS

C.1 SPECIFICATION/STATEMENT OF WORK

The Contractor shall provide the item or services specified in accordance with the following:

Specifications and Drawings for Project FAC-M5032, Dated AUGUST 17, 2009; See Section J.

(End of clause)

[END OF SECTION]

SECTION D - PACKAGING AND MARKING

(this section not used)

[END OF SECTION]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT. (FEB 1999)

Paragraph fill-in: *[Various Sections of the Project Specifications call for in-process QA/QC by both the contractor and Government.]*

E.2 52.246-12 INSPECTION OF CONSTRUCTION. (AUG 1996)

E.3 1852.246-71 GOVERNMENT CONTRACT QUALITY ASSURANCE FUNCTIONS. (OCT 1988)

In accordance with the inspection clause of this contract, the Government intends to perform the following functions at the locations indicated:

Item	QA Function	Location
1.	In-Process Inspection	Project Site, MSFC
2.	Final Inspection	Project Site, MSFC

(End of clause)

[END OF SECTION]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK. (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 245 days. The time stated for completion shall include final cleanup of the premises.

(End of clause)

[END OF SECTION]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 1852.245-82 OCCUPANCY MANAGEMENT REQUIREMENTS. (DEVIATION) (SEP 2007)

(a) In addition to the requirements of the clause at FAR 52.245-1, Government Property, the Contractor shall comply with the following in performance of work in and around Government real property:

(1) NPD 8800.14, Policy for Real Property Management.

(2) NPR 8831.2, Facility Maintenance Management.

(b) The Contractor shall obtain the written approval of the Contracting Officer before installing or removing Contractor-owned property onto or into any Government real property or when movement of Contractor-owned property may damage or destroy Government-owned property. The Contractor shall restore damaged property to its original condition at the Contractor's expense.

(c) The Contractor shall not acquire, construct or install any fixed improvement or structural alterations in Government buildings or other real property without the advance, written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property that, after completion, cannot be removed without substantial loss of value or damage to the premises. Title to such property shall vest in the Government.

(d) The Contractor shall report any real property or any portion thereof when it is no longer required for performance under the contract, as directed by the Contracting Officer.

(End of Clause)

G.2 1852.245-83 REAL PROPERTY MANAGEMENT REQUIREMENTS. (DEVIATION) (SEP 2007)

(a) In addition to the requirements of the FAR Government Property Clause (FAR 52.245-1) the Contractor shall comply with the following in performance of any maintenance, construction, modification, demolition, or management activities of any Government real property:

(1) NPD 8800.14, Policy for Real Property Management.

(2) NPR 8831.2, Facility Maintenance Management.

(b) Within 30 calendar days following award, the Contractor shall provide a plan for maintenance of Government real property provided for use under this contract. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Contracting Officer the need for replacement and/or capital rehabilitation. Upon acceptance by the Contracting Officer, the program shall become a requirement under this contract.

(c) Title to parts replaced by the Contractor in carrying out its normal maintenance obligations shall pass to and vest in the Government upon completion of their installation in the facilities. The Contractor shall keep the property free and clear of all liens and encumbrances.

(d) The Contractor shall keep records of all work done to real property, including plans, drawings, charts, warranties, and manuals. Records shall be complete and current. Record of all transactions shall be auditable. The Government shall have access to these records at all reasonable times, for the purposes of reviewing, inspecting, and evaluating the Contractor's real property management effectiveness. When real property is disposed of under this contract, the Contractor shall deliver the related records to the Government.

(e) The Contracting Officer may direct the Contractor in writing to reduce the work required by the maintenance program authorized in paragraph (b) at any time.

(End of clause)

**G.3 CONTRACTOR EMPLOYEE BADGING AND EMPLOYMENT TERMINATION
CLEARANCE (MSFC 52.204-90) (JUL 2006)**

(a) It is anticipated that performance of the requirements of this contract will require employee access to and picture badging by the Marshall Space Flight Center. Contractor requests for badging of employees shall be by MSFC Form 1739, "MSFC Contractor Badge/Decal Application." Requests for badging shall be submitted to the appointed Contracting Officer Technical Representative or the Contracting Officer for completion and approval prior to processing by the MSFC Protective Services Office.

(b) The Contractor shall establish procedures to ensure that each badged employee is properly cleared in accordance with MSFC Form 383-1, "Contractor Employee Clearance Document," when the access is no longer needed.

(c) Requests for copies of MSFC Forms 383-1, and 1739 shall be directed to the MSFC Protective Services Office, Marshall Space Flight Center, Alabama 35812.

(End of clause)

[END OF SECTION]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 1852.223-70 SAFETY AND HEALTH. (APR 2002)

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including contractor employees working on NASA contracts), and (4) high-value equipment and property.

(b) The Contractor shall take all reasonable safety and occupational health measures in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.

(c) The Contractor shall take, or cause to be taken, any other safety, and occupational health measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.

(d) The Contractor shall immediately notify and promptly report to the Contracting Officer or a designee any accident, incident, or exposure resulting in fatality, lost-time occupational injury, occupational disease, contamination of property beyond any stated acceptable limits set forth in the contract Schedule; or property loss of \$25,000 or more, or Close Call (a situation or occurrence with no injury, no damage or only minor damage (less than \$1,000) but possesses the potential to cause any type mishap, or any injury, damage, or negative mission impact) that may be of immediate interest to NASA, arising out of work performed under this contract. The Contractor is not required to include in any report an expression of opinion as to the fault or negligence of any employee. In addition, service contractors (excluding construction contracts) shall provide quarterly reports specifying lost-time frequency rate, number of lost-time injuries, exposure, and accident/incident dollar losses as specified in the contract Schedule.

(e) The Contractor shall investigate all work-related incidents, accidents, and Close Calls, to the extent necessary to determine their causes and furnish the Contracting Officer a report, in such form as the Contracting Officer may require, of the investigative findings and proposed or completed corrective actions.

(f) (1) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. When the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including contractor employees working on NASA contracts), or high value mission critical equipment or property, the Contracting Officer shall notify the Contractor orally, with written confirmation. The Contractor shall promptly take and report any necessary corrective action.

(2) If the Contractor fails or refuses to institute prompt corrective action in accordance with subparagraph (f) (1) of this clause, the Contracting Officer may invoke the stop-work order clause in this contract or any other remedy available to the Government in the event of such failure or refusal.

(g) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (g) and any applicable Schedule provisions and clauses, with appropriate changes of designations of the parties, in all solicitations and subcontracts of every tier, when one or more of the following conditions exist:

(1) The work will be conducted completely or partly on premises owned or controlled by the Government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the Contractor (or subcontractor or supplier) determines that the assessed risk and consequences of a failure to properly manage and control the hazard(s) warrants use of the clause.

(h) The Contractor (or subcontractor or supplier) may exclude the provisions of paragraph (g) from its solicitation(s) and subcontract(s) of every tier when it determines that the clause is not necessary because the application of the OSHA and DOT (if applicable) regulations constitute adequate safety and occupational health protection. When a determination is made to exclude the provisions of paragraph (g) from a solicitation and subcontract, the Contractor must notify and provide the basis for the determination to the Contracting Officer. In subcontracts of every tier above the micro-purchase threshold for which paragraph (g) does not apply, the Contractor (or subcontractor or supplier) shall insert the substance of paragraphs (a), (b), (c), and (f) of this clause).

(i) Authorized Government representatives of the Contracting Officer shall have access to and the right to examine the sites or areas where work under this contract is being performed in order to determine the adequacy of the Contractor's safety and occupational health measures under this clause.

(j) The contractor shall continually update the safety and health plan when necessary. In particular, the Contractor shall furnish a list of all hazardous operations to be performed, and a list of other major or key operations required or planned in the performance of the contract, even though not deemed hazardous by the Contractor. NASA and the Contractor shall jointly decide which operations are to be considered hazardous, with NASA as the final authority. Before hazardous operations commence, the Contractor shall submit for NASA concurrence -

(1) Written hazardous operating procedures for all hazardous operations; and/or

(2) Qualification standards for personnel involved in hazardous operations.

(End of clause)

H.2 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY. (FEB 2002)

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. Safety is essential to NASA and is a material part of this contract. NASA's safety priority is to protect: (1) the public; (2) astronauts and pilots; (3) the NASA workforce (including contractor employees working on NASA contracts); and (4) high-value equipment and property. A major breach of safety may constitute a breach of contract that entitles the Government to exercise any of its

rights and remedies applicable to material parts of this contract, including termination for default. A major breach of safety must be related directly to the work on the contract. A major breach of safety is an act or omission of the Contractor that consists of an accident, incident, or exposure resulting in a fatality or mission failure; or in damage to equipment or property equal to or greater than \$1 million; or in any "willful" or "repeat" violation cited by the Occupational Safety and Health Administration (OSHA) or by a state agency operating under an OSHA approved plan.

(b) Security is the condition of safeguarding against espionage, sabotage, crime (including computer crime), or attack. A major breach of security may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of security may occur on or off Government installations, but must be related directly to the work on the contract. A major breach of security is an act or omission by the Contractor that results in compromise of classified information, illegal technology transfer, workplace violence resulting in criminal conviction, sabotage, compromise or denial of information technology services, equipment or property damage from vandalism greater than \$250,000, or theft greater than \$250,000.

(c) In the event of a major breach of safety or security, the Contractor shall report the breach to the Contracting Officer. If directed by the Contracting Officer, the Contractor shall conduct its own investigation and report the results to the Government. The Contractor shall cooperate with the Government investigation, if conducted.

(End of clause)

H.3 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS. (AUG 1992)

(a) The on-site Government personnel observe the following holidays:

New Year's Day
Labor Day
Martin Luther King, Jr.'s Birthday
Columbus Day
President's Day
Veterans Day
Memorial Day
Thanksgiving Day
Independence Day
Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

(End of clause)

H.4 1852.243-72 EQUITABLE ADJUSTMENTS. (APR 1998)

(a) The provisions of all other clauses contained in this contract which provide for an equitable adjustment, including those clauses incorporated by reference with the exception of the "Suspension of Work" clause (FAR 52.242-14), are supplemented as follows:

Upon written request, the Contractor shall submit a proposal for review by the Government. The proposal shall be submitted to the contracting officer within the time limit indicated in the request or any extension thereto subsequently granted. The proposal shall provide an itemized breakdown of all increases and decreases in the contract for the Contractor and each

subcontractor in at least the following detail: material quantities and costs; direct labor hours and rates for each trade; the associated FICA, FUTA, SUTA, and Workmen's Compensation Insurance; and equipment hours and rates.

(b) The overhead percentage cited below shall be considered to include all indirect costs including, but not limited to, field and office supervisors and assistants, incidental job burdens, small tools, and general overhead allocations. "Commission" is defined as profit on work performed by others. The percentages for overhead, profit, and commission are negotiable according to the nature, extent, and complexity of the work involved, but in no case shall they exceed the following ceilings:

	Overhead (Percent)	Profit (Percent)	Commission
To Contractor on work performed by other than its own forces	-----	-----	10 percent
To first tier subcontractor on work performed by its subcontractors	-----	-----	10 percent
To Contractor and/or subcontractors on work performed with their own forces	10 percent	10 percent	-----

(c) Not more than four percentages for overhead, profit, and commission shall be allowed regardless of the number of subcontractor tiers.

(d) The Contractor or subcontractor shall not be allowed overhead or commission on the overhead, profit, and/or commission received by its subcontractors.

(e) Equitable adjustments for deleted work shall include credits, limited to the same percentages for overhead, profit, and commission in paragraph (b) of this clause.

(f) On proposals covering both increases and decreases in the amount of the contract, the application of the overhead, profit, and commission shall be on the net change in direct costs for the Contractor or the subcontractor performing the work.

(g) After receipt of the Contractor's proposal, the contracting officer shall act within a reasonable period, provided that when the necessity to proceed with a change does not permit time to properly check the proposal, or in the event of a failure to reach an agreement on a proposal, the contracting officer may order the Contractor to proceed on the basis of the price being determined at the earliest practicable date. In such a case, the price shall not be more than the increase or less than the decrease proposed.

(End of clause)

H.5 ADVANCED NOTIFICATION OF CONTRACTOR EMPLOYEE DISCIPLINE OR INVOLUNTARY TERMINATION (MSFC 52.223-93) (FEB 2008)

The Contractor agrees to coordinate with the Investigations Unit Lead Investigator in the MSFC Protective Services Office before taking any action to discipline or involuntarily terminate any of its onsite employees. In addition, the Contractor agrees to immediately notify the Investigations Unit Lead Investigator in the MSFC Protective Services Office if any of its onsite employees exhibit any established indicators of potentially violent behavior.

(End of clause)

H.6 SAFETY PERFORMANCE EVALUATION, EVALUATION CRITERIA, AND PERFORMANCE RECOGNITION (MSFC 52.223-94) (FEB 2008)

1. CONTRACTOR RESPONSIBILITY. The Contractor is responsible for maintaining an effective safety program during the course of the contract with a goal to achieve a world-class program within the term of the contract. The Contractor will ensure that the requirements of the MSFC approved Contractor's Safety and Health Plan and applicable Data Requirement Documents (DRD) are met. Contractor safety performance evaluation will be based on the MSFC safety program elements. The Contractor shall conduct an annual self-evaluation based on these criteria. The Contracting Officer (CO)/ Contracting Officer Technical Representative (COTR), in coordination with the MSFC Industrial Safety Branch, will validate the Contractor's self-evaluation.

Annually, the agreed score will be used to assess performance appropriately—positive or negative.

For the purpose of assessing the annual score, the Contractor and the CO/COTR, in coordination with the MSFC Industrial Safety Branch, will reach a mutually agreeable determination based on the metrics reflected in the attachment. In cases where the Contractor and CO/COTR cannot reach agreement, the MSFC Ombudsman will hear arguments from both sides and make a final decision. This process shall not preclude the CO from taking immediate action for any serious, willful, blatant, or continued violations of MSFC safety policy or procedures.

2. EVALUATION CRITERIA. Contractor self-evaluation and Government validation will be based on the applicable elements and sub-elements of the MSFC safety program shown below. Specific criteria are shown on Attachment 1 entitled "Safety Health Management Implementation Guide and Assessment Matrix." Deviations from the matrix criteria may be made, for cause, and must be approved by the COTR, CO and Government Safety Representative. It should be noted that Element 1 has a management and an employee component. These are simply averaged to obtain the score for Element 1. The result should be carried to the second decimal point.

MANAGEMENT COMMITMENT AND EMPLOYEE INVOLVEMENT HAZARD PREVENTION AND CONTROL

(ELEMENT 1)	(ELEMENT 3)
Documented Safety Policy and Goals	Hazard Identification Process
Safety Committees	Facility and Equipment Maintenance
Safety Meetings	Emergency Program and Drills
Subcontractor Safety	Emergency Medical Care Program
Resources	Personal Protective Equipment
Access to Professional Safety Staff	Health Program
Accountability (Disciplinary Program)	
Annual Evaluation	

(ELEMENT 2)	(ELEMENT 4)
System And Worksite Hazard Analysis	Safety and Health Training
Complete And Update Baseline Surveys	Employee
Perform Analysis Of New Work	Supervisor
Job Hazard Analysis/ Process Review	Manager
Self-Inspections	
Employee Hazard Reporting	
Mishap/Close Call Investigation	
Injury/Illness Rates	

3. PERFORMANCE RECOGNITION.

Contractor performance will be recognized as follows:

Level I - Annual rating score of ≥ 36 and a Lost Time Case Rate (LTC) $\leq 50\%$ of the LTC for the applicable North American Industry Classification System (NAICS) rate.	<i>Formal award with public recognition.</i> <i>Appropriate past performance referrals provided.</i>
---	---

Exception: Contractors with less than 100 employees located onsite MSFC. To be rated in Level I, the contractor shall have no lost time injuries during the past year.

Level II - Annual rating score of ≥ 28 based on the annual assessment score, and a LTC $<$ the applicable NAICS rate and the scores remain the same, or reflect improved performance, from the previous period. If scores reflect a decrease in performance, no letter of commendation will be issued.	<i>Formal letter of commendation.</i> <i>Will impact contract evaluation and past performance referrals.</i>
--	---

Exception: Contractors with less than 100 employees located onsite MSFC. To be rated in Level II, the contractor shall have no more than one lost time injury during the past year.

Level III - Annual rating score of ≤ 16 or a LTC NAICS rate.	<i>Formal letter expressing concern.</i> <i>Corrective Action Plan requested.</i> <i>Data placed in Past Performance</i>
--	--

Failure to improve could result in contract options not being exercised.

Exception: Contractors with less than 100 employees located onsite MSFC. A Level III rating will be given to a contractor having greater than two lost time injuries during the past year.

If contractor's Safety Performance evaluation does not fall within the above categories.	<i>No recognition</i>
--	-----------------------

NOTE: The most current Department of Labor NAICS rate, effective at the beginning of the annual evaluation period, will be utilized for LTC evaluation. Lost Time Incidents shall be recorded in accordance with NASA requirements specified in MWI 8621.1, "Close Call and Mishap Reporting and Investigation Program." Final decisions on any disputed lost time injury determinations will be handled by established Government regulatory procedures.

4. CONTRACTOR ACCOUNTABILITY FOR MISHAPS.

The Contractor shall not be held accountable for injuries to their personnel or damage to the property they control that is caused by individuals or situations clearly outside the control of their contract.

5. EVALUATION PROCESS.

The evaluation process will be based on the major elements and their sub-elements cited in Paragraph 2.

The evaluation process will include these steps:

- Contractor to conduct annual self-assessment and assign numerical score to each element.
- Contractor self assessments will address compliance with their approved Safety and Health Plan.
- Contractor to have self-assessment validated by CO/COTR and Industrial Safety Branch.
- On an annual basis, the CO will apply contract incentives/recognition or consequences based on the average quarterly scores. The CO will make a determination annually for items requested in paragraph 6 that are not reported. (A/so, see paragraph 7 below.)

The evaluation process will use the Safety Health Management Implementation Guide and Assessment Matrix at Attachment 1.

6. SAFETY METRIC REPORTING.

The contractor shall report safety metrics to the extent specified in the contract.

7. FAILURE TO REPORT

If the contractor fails to report the items in paragraph 6 above in accordance with this contract, an amount of \$1,000 will be deducted for each occurrence of failure to report the required data.

Safety Performance
Evaluation Summary

Evaluation Criteria and Performance Recognition

EVALUATION CRITERIA

- Management Commitment and Employee Involvement
- System and Worksite Hazard Analysis
- Hazard Prevention and Control
- Safety and Health Training

Score	<u>≥ 36 points</u> (Annual Score)	<u>≥ 28 points</u> (Annual Score)	<u>≤ 16 points</u> (Annual Score)
LTC	<p><u>and</u></p> <p>≤ 50% of the LTC for the applicable NAICS rate</p> <p>Exception: Contractors with less than 100 employees located onsite MSFC shall have <u>no</u> lost time injuries during the past year.</p>	<p><u>and</u></p> <p>< the applicable NAICS rate</p> <p>Exception: Contractors with less than 100 employees located onsite MSFC shall have <u>no more than one</u> lost time injury during the past year.</p>	<p><u>or</u></p> <p>> the applicable NAICS rate</p> <p>Exception: Contractors with less than 100 employees located onsite MSFC. A Level III rating will be given when <u>greater than two</u> lost time injuries are reported during the past year.</p>
Grade Levels	I	II	III
Recognition	Formal award publicly recognized. Appropriate Past Performance referrals provided.	Formal letter of commendation – will impact contract evaluation and past performance. (Score must either be the same score or and higher from the last evaluation.)	Formal letter expressing concern. Corrective Action Plan requested. Data placed in Past Performance Database. Failure to improve could result in Contract Options not being exercised.

NOTE: If the contractor's safety performance evaluation does not fall within one of the above categories, no recognition will be provided.

▪ Deductions

- Failure to report information on all personnel and property mishaps that meet the criteria of a NASA NPR 8621.1B, on a monthly basis, will result in a deduction of \$1,000 for each occurrence of failure to report. Information to be reported includes items listed in paragraph 6 of the clause.

ATTACHMENT 1
Safety Health (S) Management Implementation Guide and Assessment Matrix

Score	Commitment and Involvement (Element 1)		Worksite System and Analysis (Element 2)	Hazard Prevention and Control (Element 3)	Safety and Health Training (Element 4)
	A. Management	B. Employee			
10	Benchmarking indicates "best in Class." In areas of visible management leadership, responsibility/accountability, meaningful metrics, and incentive/recognition systems.	Employees fully involved, safety committees functioning well, is a complete behavior process functioning at least one year, employees involved in process planning and risk assessment.	All sub-elements fully in place and functioning well for at least one year.	All programs and sub-elements fully functioning for one year, strong professional support.	All training processes functioning, all levels of personnel trained to identified needs, management training ongoing.
9	All sub-elements are in place and functioning well, but have as yet to reach full maturity.	All processes functioning but for limited time, employees involved to great extent.	All sub-elements in place, employees actively participating.	All programs and sub-elements in place and functioning.	All training processes established, management initial training complete.
8	One sub-element not fully in place but all are being implemented.	Most processes in place, employee involvement growing.	All sub-elements functioning, employee participation growing.	At least five sub-elements functioning and one in final stage of implementation.	Most personnel trained to identified needs, training and recordkeeping and recall system functioning.
7	Two sub-elements not fully implemented. Implementation in process on all elements. Employee participation and commitment widespread.	Process activities expanding through organization. Committees and teams functioning.	At least five sub-elements functioning and remainder established.	At least four sub-elements functioning, remaining two developing.	Management and supervisor training in process specialized training in process.

6	All sub-elements in process or in place. Strong management leadership and commitment have begun, metric systems in place, resourcing appropriate.	Employee representatives functioning, joint committees functioning, participating in risk assessment and accident investigation.	At least four sub-elements functioning and remaining three in process, employee participation beginning to spread through organization.	Medical and safety programs strengthening, emergency preparedness program established and exercised.	Management training in process developed, supervisor training developed, training recordkeeping and recall system developed.
5	Management commitment and leadership accepted by workers, worker participation and commitment begun, metric system.	Employee representatives appointed/elected, committees beginning to perform functions (investigation, analysis, process improvement).	All sub-elements established, employees beginning to participate.	Rules written, medical and safety programs developing Personal Protective Equipment adequate.	Training template completed for all personnel, training needs identified, process development begun, recordkeeping and recall system being developed.
4	Management commitment and leadership flowing down to workers, metric systems being developed, incentive/recognition system in process.	All processes being established, involvement and awareness enhancement growing.	At least five sub-elements initiated including self-assessment, hazard reporting, and mishap close call investigations.	Rules in process, emergency preparedness program being developed.	Training development in process, specialized training established, mandatory training in process.
3	Generally good management commitment and leadership, implementation plans approved for all elements.	All process needs identified, awareness and involvement enhancement activities begun.	Job Hazard analysis established, investigations strengthened and include employees.	Medical program initiated safety and health program initiated.	Training needs evaluation complete, training templates in process, recordkeeping and recall system needs to be established

2	Management exhibits some aspects of leadership, accountability systems not well defined, employee participation framework defined, limited metrics.	Committees established, little activity, employee involvement beginning, awareness of process started.	Plans established to implement all sub-elements, at least two sub-elements beginning to function.	Personal protective equipment requirements established and being enforced, plans developed for other elements.	Training needs evaluation begun, training template forms developed.
1	Sub-elements have not been established to any significant extent, management leadership is lacking, little or no employee participation.	No committees, little or no employee involvement, no process, little process planning.	Two or fewer sub-elements established, no self-inspection, shallow accident investigation process.	Few or no programs or sub-elements established, few written rules, limited enforcement.	Training needs not established, no management training, limited or no supervisor training.

(End of Clause)

H.7 SUBMISSION OF INVOICES

Invoices are to be prepared by the Contractor in accordance with contract clauses 52.232-5 entitled "Payments under Fixed-Price Construction Contracts" and 52.232-27 entitled "Prompt Payment for Construction Contracts," and submitted in two (2) copies to the cognizant Contracting Officer's Technical Representative (COTR), address as follows:

Marshall Space Flight Center
AS23, Construction Branch
Marshall Space Flight Center, AL 35812

(End of clause)

H.8 SUBCONTRACTING

(a) In the event the Contractor desires to have subcontractors perform any portion of the work covered by this contract, the Contractor is hereby required to comply with the requirements of FAR Clause 52.222-11, entitled "Subcontracts (Labor Standards)."

(b) The Contractor shall also submit, prior to the start of any field work by a subcontractor, evidence of the subcontractor's compliance with the insurance requirements as set forth in this contract.

(c) Failure of the Contractor to comply with these requirements shall be cause for the Government to bar the subcontractors, singly or collectively, from access to the site of the work, or stop the work from being performed by such subcontractors, singly or collectively, until the requirements of this Clause have been complied with. Such stoppage of work shall not be considered cause for equitable adjustment for time or money under the applicable clauses of the contract.

(End of clause)

H.9 NOTIFICATION FOR ONSITE WORK

The Contractor shall notify the Government Contracting Officer's Technical Representative (COTR) or his designated construction representative when performing any onsite work. Further, the Contractor shall notify the Government COTR when any subcontractor is onsite. If the work involves multiple work locations, the Contractor shall notify the COTR or his representative when a change in work site is required.

(End of clause)

H.10 HAZARDOUS MATERIAL REPORTING (MSFC 52.223-91) (AUG 2005)

(a) If during the performance of this contract, the Contractor transports or accepts delivery of any hazardous materials (hazardous as defined under the latest version of Federal Standard No. 313, including revisions adopted during the term of the contract) on-site to Marshall Space Flight Center, the hazardous material shall be processed through MSFC Central Receiving to be bar-coded for inventory. Chemical containers shall be managed in accordance with the provisions of MWI 8550.5, "Hazardous Material Management." The Contractor shall be responsible for ensuring that all Contractor/subcontractor personnel are made aware of and comply with this clause.

(b) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material; or with clauses regarding hazardous materials, which may be contained in the order.

(End of clause)

H.11 MSFC 52.223-90 ASBESTOS MATERIAL (June 2002)

During performance of this contract, Contractor personnel performing work in MSFC buildings may come in contact with materials containing asbestos. MSFC Buildings 4200, 4201, 4202, 4663 and 4666 are of special concern since they are known to contain a sprayed on fire insulation on or above the ceiling, usually located on the metal or concrete structure of the buildings. These buildings and all other MSFC buildings may contain asbestos in floor tile, pipe and lagging insulation, exterior siding, roofing felt, and many other building materials. Prior to disturbing suspected asbestos material in any manner, the Contractor shall notify MSFC's Occupational Medicine and Environmental Health Services, for guidance. Contractor shall be responsible for ensuring that all Contractor personnel working onsite are made aware of and comply with this clause.

(End of clause)

H. 12 MSFC 52.223-92 ENVIRONMENTAL - GENERAL CLAUSE (DEC 2006)

NASA/Marshall has developed and maintains an Environmental Management System, in accordance with Executive Order 13148, to support and implement its environmental policy of:

"Enabling Marshall's mission through environmental compliance and stewardship and by providing a safe and healthful workplace." (MPD 8500.1, "MSFC Environmental Policy").

Contractors performing on-site shall comply with all applicable Environmental policies and procedures including, but not limited to, MPD 8500.1 and MPR 8500.1, "MSFC Environmental Management Program." MSFC contractors requiring on-site activities that could potentially impact the environment shall be responsible for following all established NASA/Marshall environmental procedures. These procedures and other applicable policies and procedures are available by contacting the NASA/Marshall Environmental Engineering & Occupational Health Office. Failure to comply with environmental policies and procedures, may result in damage to the environment, and could potentially result in regulatory penalties against NASA and/or the Contractor, and Contractor loss of access to NASA/Marshall facilities.

(End of clause)

H. 13 LISTING OF CLAUSES INCORPORATED BY REFERENCE

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
52.236-13	ACCIDENT PREVENTION	(NOV 1991)

[END OF SECTION]

SECTION I - CONTRACT CLAUSES

- I.1 52.202-1 DEFINITIONS. (JUL 2004)
- I.2 52.203-3 GRATUITIES. (APR 1984)
- I.3 52.203-5 COVENANT AGAINST CONTINGENT FEES. (APR 1984)
- I.4 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (SEP 2006)
- I.5 52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)
- I.6 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)
- I.7 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)
- I.8 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (SEP 2007)
- I.9 52.204-2 SECURITY REQUIREMENTS. (AUG 1996) - ALTERNATE II (APR 1984)
- I.10 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER. (AUG 2000)
- I.11 52.204-7 CENTRAL CONTRACTOR REGISTRATION. (APR 2008)
- I.12 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL. (SEP 2007)
- I.13 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (SEP 2006)
- I.14 52.214-26 AUDIT AND RECORDS - SEALED BIDDING. (MAR 2009)
- I.15 52.214-27 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING. (OCT 1997)
- I.16 52.214-28 SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING. (OCT 1997)
- I.17 52.214-29 ORDER OF PRECEDENCE - SEALED BIDDING. (JAN 1986)
- I.18 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS. (JUL 2005)
☐ Offeror elects to waive the evaluation preference.

- I.19 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (MAY 2004)
- I.20 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN. (APR 2008) -
ALTERNATE I (OCT 2001)
- I.21 52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN. (JAN 1999)
- I.22 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM
REREPRESENTATION. (APR 2009)
- I.23 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES. (FEB 1997)
- I.24 52.222-3 CONVICT LABOR. (JUN 2003)
- I.25 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -
OVERTIME COMPENSATION. (JUL 2005)
- I.26 52.222-6 DAVIS-BACON ACT. (JUL 2005)
- I.27 52.222-7 WITHHOLDING OF FUNDS. (FEB 1988)
- I.28 52.222-8 PAYROLLS AND BASIC RECORDS. (FEB 1988)
- I.29 52.222-9 APPRENTICES AND TRAINEES. (JUL 2005)
- I.30 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS. (FEB
1988)
- I.31 52.222-11 SUBCONTRACTS (LABOR STANDARDS). (JUL 2005)
- I.32 52.222-12 CONTRACT TERMINATION - DEBARMENT. (FEB 1988)
- I.33 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT
REGULATIONS. (FEB 1988)
- I.34 52.222-14 DISPUTES CONCERNING LABOR STANDARDS. (FEB 1988)
- I.35 52.222-15 CERTIFICATION OF ELIGIBILITY. (FEB 1988)
- I.36 52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (FEB 1999)
- I.37 52.222-26 EQUAL OPPORTUNITY. (MAR 2007)
- I.38 52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR
CONSTRUCTION. (FEB 1999)
- I.39 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS,
VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS.
(SEP 2006)

- I.40 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES.
(JUN 1998)
- I.41 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS,
VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS.
(SEP 2006)
- I.42 52.222-50 COMBATING TRAFFICKING IN PERSONS. (FEB 2009)
- I.43 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (JAN 2009)
- I.44 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS
UNDER SERVICE AND CONSTRUCTION CONTRACTS. (DEC 2007)
- I.45 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL
SAFETY DATA. (JAN 1997) - ALTERNATE I (JUL 1995)
- I.46 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION.
(AUG 2003)
- I.47 52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)
- I.48 52.223-14 TOXIC CHEMICAL RELEASE REPORTING. (AUG 2003)
- I.49 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS.
(DEC 2007)
- I.50 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN
SERVICE AND CONSTRUCTION CONTRACTS. (MAY 2008)
- I.51 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)
- I.52 52.227-1 AUTHORIZATION AND CONSENT. (DEC 2007)
- I.53 52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS. (DEC 2007)
- I.54 52.228-1 BID GUARANTEE. (SEP 1996)
*Paragraph (c) fill-in: {The amount of the bid guarantee shall be 20% of the bid
price percent of the bid price or \$1,000,000, whichever is less.*
- I.55 52.228-2 ADDITIONAL BOND SECURITY. (OCT 1997)
- I.56 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION. (JAN
1997)
- I.57 52.228-11 PLEDGES OF ASSETS. (SEP 2009)
- I.58 52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS.
(OCT 1995)
- I.59 52.228-14 IRREVOCABLE LETTER OF CREDIT. (DEC 1999)

- I.40 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES.
(JUN 1998)
- I.41 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS,
VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS.
(SEP 2006)
- I.42 52.222-50 COMBATING TRAFFICKING IN PERSONS. (FEB 2009)
- I.43 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (JAN 2009)
- I.44 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS
UNDER SERVICE AND CONSTRUCTION CONTRACTS. (DEC 2007)
- I.45 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL
SAFETY DATA. (JAN 1997) - ALTERNATE I (JUL 1995)
- I.46 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION.
(AUG 2003)
- I.47 52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)
- I.48 52.223-14 TOXIC CHEMICAL RELEASE REPORTING. (AUG 2003)
- I.49 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS.
(DEC 2007)
- I.50 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN
SERVICE AND CONSTRUCTION CONTRACTS. (MAY 2008)
- I.51 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)
- I.52 52.227-1 AUTHORIZATION AND CONSENT. (DEC 2007)
- I.53 52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS. (DEC 2007)
- I.54 52.228-1 BID GUARANTEE. (SEP 1996)
*Paragraph (c) fill-in: {The amount of the bid guarantee shall be 20% of the bid
price percent of the bid price or \$1,000,000, whichever is less.*
- I.55 52.228-2 ADDITIONAL BOND SECURITY. (OCT 1997)
- I.56 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION. (JAN
1997)
- I.57 52.228-11 PLEDGES OF ASSETS. (FEB 1992)
- I.58 52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS.
(OCT 1995)
- I.59 52.228-14 IRREVOCABLE LETTER OF CREDIT. (DEC 1999)

- I.60 52.228-15 PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION.
(NOV 2006)
- I.61 52.229-3 FEDERAL, STATE, AND LOCAL TAXES. (APR 2003)
- I.62 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS.
(SEP 2002)
- I.63 52.232-17 INTEREST. (OCT 2008)
- I.64 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- I.65 52.232-23 ASSIGNMENT OF CLAIMS. (JAN 1986)
- I.66 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS. (OCT
2008)
- I.67 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN
CENTRAL CONTRACTOR REGISTRATION. (MAY 1999)
Paragraph (b) fill-in: [No later than 15 days prior to submission of the first request
for payment]
- I.68 52.233-1 DISPUTES. (JUL 2002)
- I.69 52.233-3 PROTEST AFTER AWARD. (AUG 1996)
- I.70 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT
2004)
- I.71 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR. (APR 1984)
Paragraph fill-in: [20%]
- I.72 52.236-2 DIFFERING SITE CONDITIONS. (APR 1984)
- I.73 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK.
(APR 1984)
- I.74 52.236-5 MATERIAL AND WORKMANSHIP. (APR 1984)
- I.75 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR. (APR 1984)
- I.76 52.236-7 PERMITS AND RESPONSIBILITIES. (NOV 1991)
- I.77 52.236-8 OTHER CONTRACTS. (APR 1984)
- I.78 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES,
EQUIPMENT, UTILITIES, AND IMPROVEMENTS. (APR 1984)
- I.79 52.236-10 OPERATIONS AND STORAGE AREAS. (APR 1984)
- I.80 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION. (APR 1984)

- I.81 52.236-12 CLEANING UP. (APR 1984)
- I.82 52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES. (APR 1984)
- I.83 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS. (APR 1984)
- I.84 52.236-17 LAYOUT OF WORK. (APR 1984)
- I.85 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION. (FEB 1997) - ALTERNATE I (APR 1984)
- I.86 52.236-26 PRECONSTRUCTION CONFERENCE. (FEB 1995)
- I.87 52.242-13 BANKRUPTCY. (JUL 1995)
- I.88 52.242-14 SUSPENSION OF WORK. (APR 1984)
- I.89 52.243-4 CHANGES. (JUN 2007)
- I.90 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (AUG 2009)
- I.91 52.246-21 WARRANTY OF CONSTRUCTION. (MAR 1994)
- I.92 52.248-3 VALUE ENGINEERING - CONSTRUCTION. (SEP 2006)
- I.93 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE). (MAY 2004) - ALTERNATE I (SEP 1996)
- I.94 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION). (APR 1984)
- I.95 52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)
- I.96 1852.209-72 COMPOSITION OF THE CONTRACTOR. (DEC 1988)
- I.97 1852.219-74 USE OF RURAL AREA SMALL BUSINESSES. (SEP 1990)
- I.98 1852.219-75 SMALL BUSINESS SUBCONTRACTING REPORTING. (MAY 1999)
- I.99 1852.219-77 NASA MENTOR-PROTE'GE' PROGRAM (MAY 2009)
- I.100 1852.228-75 MINIMUM INSURANCE COVERAGE. (OCT 1988)
- I.101 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES. (DEC 2004)

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs.

Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--
 - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
- (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these

regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

**I.102 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL
CONTENT FOR EPA-DESIGNATED ITEMS. (MAY 2008) - ALTERNATE I
(MAY 2008)**

(a) *Definitions.* As used in this clause -

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

CERTIFICATION

I, _____ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated items met the applicable contract specifications or other contractual requirements.

Signature of the Officer or Employee

Typed Name of the Officer or Employee

Title

Name of Company, Firm, or Organization

Date

(End of certification)

(c) The Contractor, on completion of this contract, shall -
 (1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to the Contracting Officer.

(End of clause)

I.103 52.225-9 BUY AMERICAN ACT - CONSTRUCTION MATERIALS. (FEB 2009)

(a) *Definitions.* As used in this clause -

"Commercially available off-the-shelf (COTS) item"--

(1) Means any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Domestic construction material" means--

- (1) An unmanufactured construction material mined or produced in the United States;
- (2) A construction material manufactured in the United States, if--
 - (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or
 - (ii) The construction material is a COTS item.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:

[none]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that -

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American Act.* (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including -

- (A) A description of the foreign and domestic construction materials;
 - (B) Unit of measure;
 - (C) Quantity;
 - (D) Price;
 - (E) Time of delivery or availability;
 - (F) Location of the construction project;
 - (G) Name and address of the proposed supplier; and
 - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
- (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
- (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
- (2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.
- (3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.
- (d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

<u>Construction Material Description</u>	<u>Unit of Measure</u>	<u>Quantity</u>	<u>Price</u>
<u>(Dollars)*</u>			

Item 1:

Foreign construction material

Domestic construction material

Item 2:

Foreign construction material

Domestic construction material

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

(End of clause)

I.104 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): Federal Acquisition Regulation (FAR) clauses:

<http://www.acqnet.gov/far/>

NASA FAR Supplement (NFS) clauses:

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(End of clause)

I.105 52.252-4 ALTERATIONS IN CONTRACT. (APR 1984)

Portions of this contract are altered as follows: [none]

(End of clause)

I.106 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any [NASA FAR Supplement] (48 CFR [18]) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

I.107 1852.215-84 OMBUDSMAN. (OCT 2003)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, DE01/Robin N. Henderson

Bldg 4200, Room 918A

Marshall Space Flight Center, AL 35812

Phone: 256-544-1919

Fax: 256-544-7920

Email: robin.n.henderson@nasa.gov. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(End of clause)

I.108 1852.219-76 NASA 8 PERCENT GOAL. (JUL 1997)

(a) Definitions.

"Historically Black Colleges or University," as used in this clause, means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of higher education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"Small disadvantaged business concern," as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

"Women-owned small business concern," as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

(b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

(c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of clause)

I.109 1852.237-73 RELEASE OF SENSITIVE INFORMATION. (JUN 2005)

(a) As used in this clause, "Sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c) (1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages]. Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

(1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

(3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(4) Allow access to sensitive information only to those employees that need it to perform services under its contract.

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

I.110 1852.243-71 SHARED SAVINGS. (MAR 1997)

(a) The Contractor is entitled, under the provisions of this clause, to share in cost savings resulting from the implementation of cost reduction projects which are presented to the Government in the form of Cost Reduction Proposals (CRP) and approved by the Contracting Officer. These cost reduction projects may require changes to the terms, conditions or statement of work of this contract. Any cost reduction projects must not change the essential function of any products to be delivered or the essential purpose of services to be provided under the contract.

(b) Definitions:

(1) Cost savings, as contemplated by this clause mean savings that result from instituting changes to the covered contract, as identified in an approved Cost Reduction Proposal.

(2) Cost Reduction Proposal - For the purposes of this clause, a Cost Reduction Proposal means a proposal that recommends alternatives to the established procedures

and/or organizational support of a contract or group of contracts. These alternatives must result in a net reduction of contract cost and price to NASA. The proposal will include technical and cost information sufficient to enable the Contracting Officer to evaluate the CRP and approve or disapprove it.

(3) Covered contract - As used in this provision, covered contract means the contract, including unexercised options but excluding future contracts, whether contemplated or not, against which the CRP is submitted.

(4) Contractor implementation costs - As used in this provision, Contractor implementation costs, or "implementation costs", shall mean those costs which the Contractor incurs on covered contracts specifically in developing, preparing, submitting, and negotiating a CRP, as well as those costs the Contractor will incur on covered contracts to make any structural or organizational changes in order to implement an approved CRP.

(5) Government costs - As used in this provision, the term Government costs means internal costs of NASA, or any other Government agency, which result directly from development and implementation of the CRP. These may include, but are not limited to, costs associated with the administration of the contract or with such contractually related functions such as testing, operations, maintenance and logistics support. These costs also include costs associated with other Agency contracts (including changes in contract price or cost and fee) that may be affected as a result of the implementation of a CRP. They do not include the normal administrative costs of reviewing and processing the Cost Reduction Proposal.

(c) General. The Contractor will develop, prepare and submit CRP's with supporting information as detailed in paragraph (e) of this clause, to the Contracting Officer. The CRP will describe the proposed cost reduction activity in sufficient detail to enable the Contracting Officer to evaluate it and to approve or disapprove it. The Contractor shall share in any net cost savings realized from approved and implemented CRPs in accordance with the terms of this clause. The Contractor's actual percentage share of the cost savings shall be a matter for negotiation with the Contracting Officer, but shall not, in any event, exceed 50 percent of the total cost savings recognized by the Contracting Officer. The Contractor may propose changes in other activities that impact performance on its contract, including Government and other Contractor operations, if such changes will optimize cost savings. A Contractor shall not be entitled to share, however, in any cost savings that are internal to the Government, or which result from changes made to any contracts to which it is not a party even if those changes were proposed as a part of its CRP. Early communication between the Contractor and Government is encouraged. The communication may be in the form of a concept paper or preliminary proposal. The Government is not committed to accepting any proposal as a result of these early discussions.

(d) Computation of cost savings. The cost savings to be shared between the Government and the Contractor will be computed by the Contracting Officer by comparing a current estimate to complete (ETC) for the covered contract, as structured before implementation of the proposed CRP, to a revised ETC which takes into account the implementation of that CRP. The cost savings to be shared shall be reduced by any cost overrun, whether experienced or projected, that is identified on the covered contract before implementation of the CRP. Although a CRP may result in cost savings that

extend far into the future, the period in which the Contractor may share in those savings will be limited to no more than five years. Implementation costs of the Contractor must be considered and specifically identified in the revised ETC. The Contracting Officer shall offset Contractor cost savings by any increased costs (whether implementing or recurring) to the Government when computing the total cost savings to be shared. The Contractor shall not be entitled, under the provisions of this clause, to share in any cost reductions to the contract that are the result of changes stemming from any action other than an approved CRP. However, this clause does not limit recovery of any such reimbursements that are allowed as a result of other contract provisions.

(e) Supporting Information. As a minimum, the Contractor shall provide the following supporting information with each CRP:

- (1) Identification of the current contract requirements or established procedures and/or organizational support which are proposed to be changed.
- (2) A description of the difference between the current process or procedure and the proposed change. This description shall address how proposed changes will meet NASA requirements and discuss the advantages and disadvantages of the existing practice and the proposed changes.
- (3) A list of contract requirements which must be revised, if any, if the CRP is approved, along with proposed revisions. Any changes to NASA or delegated contract management processes should also be addressed.
- (4) Detailed cost estimates which reflect the implementation costs of the CRP.
- (5) An updated ETC for the covered contract, unchanged, and a revised ETC for the covered contract which reflects changes resulting from implementing the CRP. If the CRP proposes changes to only a limited number of elements of the contract, the ETCs need only address those portions of the contract that have been impacted. Each ETC shall depict the level of costs incurred or to be incurred by year, or to the level of detail required by the Contracting Officer. If other CRPs have been proposed or approved on a contract, the impact of these CRPs must be addressed in the computation of the cost savings to ensure that the cost savings identified are attributable only to the CRP under consideration in the instant case.
- (6) Identification of any other previous submissions of the CRP, including the dates submitted, the agencies and contracts involved, and the disposition of those submittals.

(f) Administration.

- (1) The Contractor shall submit proposed CRPs to the Contracting Officer who shall be responsible for the review, evaluation and approval. Normally, CRP's should not be entertained for the first year of performance to allow the Contracting Officer to assess performance against the basic requirements. If a cost reduction project impacts more than a single contract, the Contractor may, upon concurrence of the Contracting Officers responsible for the affected contracts, submit a single CRP which addresses fully the cost savings projected on all affected contracts that contain this Shared Savings Clause. In the case of multiple contracts affected, responsibility for the review and approval of the CRP will be a matter to be decided by the affected Contracting Officers.

(2) Within 60 days of receipt, the Contracting Officer shall complete an initial evaluation of any proposed cost reduction plan to determine its feasibility. Failure of the Contracting Officer to provide a response within 60 days shall not be construed as approval of the CRP. The Government shall promptly notify the Contractor of the results of its initial evaluation and indicate what, if any, further action will be taken. If the Government determines that the proposed CRP has merit, it will open discussions with the Contractor to establish the cost savings to be recognized, the Contractor's share of the cost savings, and a payment schedule. The Contractor shall continue to perform in accordance with the terms and conditions of the existing contract until a contract modification is executed by the Contracting Officer. The modification shall constitute approval of the CRP and shall incorporate the changes identified by the CRP, adjust the contract cost and/or price, establish the Contractor's share of cost savings, and incorporate the agreed to payment schedule.

(3) The Contractor will receive payment by submitting invoices to the Contracting Officer for approval. The amount and timing of individual payments will be made in accordance with the schedule to be established with the Contracting Officer. Notwithstanding the overall savings recognized by the Contracting Officer as a result of an approved CRP, payment of any portion of the Contractor's share of savings shall not be made until NASA begins to realize a net cost savings on the contract (i.e., implementation, startup and other increased costs resulting from the change have been offset by cumulative cost savings). Savings associated with unexercised options will not be paid unless and until the contract options are exercised. It shall be the responsibility of the Contractor to provide such justification as the Contracting Officer deems necessary to substantiate that cost savings are being achieved.

(4) Any future activity, including a merger or acquisition undertaken by the Contractor (or to which the Contractor becomes an involved party), which has the effect of reducing or reversing the cost savings realized from an approved CRP for which the Contractor has received payment may be cause for recomputing the net cost savings associated with any approved CRP. The Government reserves the right to make an adjustment to the Contractor's share of cost savings and to receive a refund of moneys paid if necessary. Such adjustment shall not be made without notifying the Contractor in advance of the intended action and affording the Contractor an opportunity for discussion.

(g) Limitations. Contract requirements that are imposed by statute shall not be targeted for cost reduction exercises. The Contractor is precluded from receiving reimbursements under both this clause and other incentive provisions of the contract, if any, for the same cost reductions.

(h) Disapproval of, or failure to approve, any proposed cost reduction proposal shall not be considered a dispute subject to remedies under the Disputes clause.

(i) Cost savings paid to the Contractor in accordance with the provisions of this clause do not constitute profit or fee within the limitations imposed by 10 U.S.C. 2306(d) and 41 U.S.C. 254(b).

(End of clause)

I.111 PERSONAL IDENTITY VERIFICATION CARD ISSUANCE PROCEDURES

The following procedures implement the Federal Information Processing Standards Publication (FIPS PUB) Number 201, Personal Identity Verification (PIV) of Federal Employees and Contractors (Reference FAR Clause 52.204-9, Personal Identity Verification of Contractor Personnel).

FIPS 201 Appendix A graphically displays the following procedure for the issuance of a PIV credential.

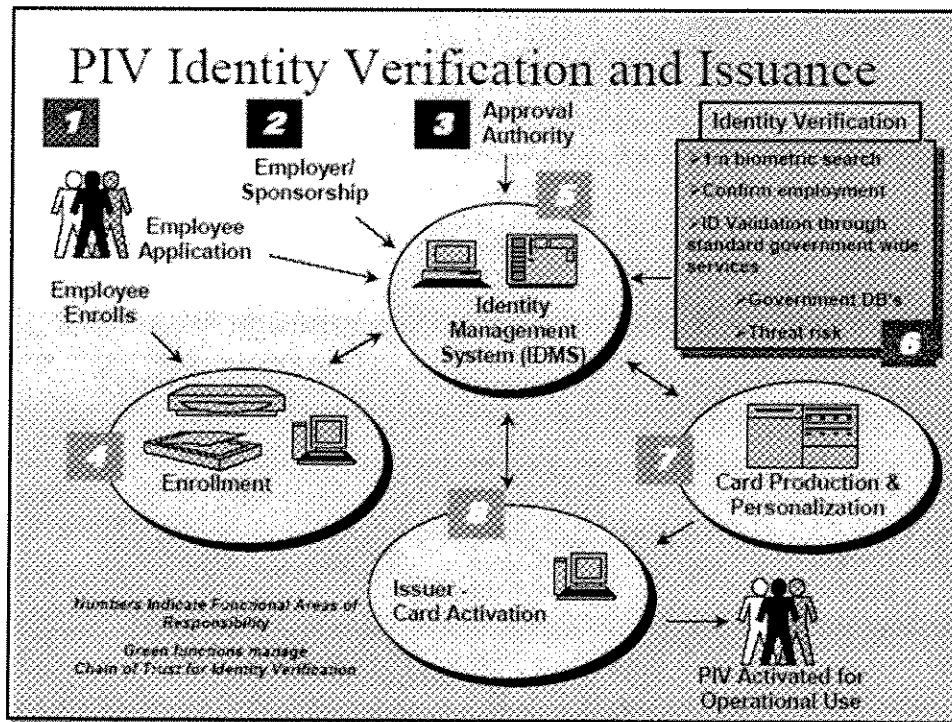


Figure A-1, FIPS 201, Appendix A

The following steps describe the procedures for the NASA Personal Identity Verification Card Issuance (PCI) of a PIV credential:

Step 1: The Contractor's Corporate Security Officer (CSO), Program Manager (PM), or Facility Security Officer (FSO) submits a formal letter that provides a list of contract employees (applicant) names requesting access to the NASA Contracting Officer's Technical Representative (COTR). In the case of a foreign national applicant, approval through the NASA Foreign National Management System (NFMMS) must be obtained for the visit or assignment before any processing for a PIV credential can take place. Further, if the foreign national is not under a contract where a COTR has been officially designated, the foreign national will provide the information directly to their visit/assignment host, and the host sponsor will fulfill the duties of the COTR mentioned herein. In each case, the letter shall provide notification of the contract or foreign national employee's (hereafter the "applicant") full name (first, middle and last), social security number (SSN) or NASA Foreign National Management System Visitor Number if the foreign national does not have a SSN, and date of birth. If the contract employee has a current satisfactorily completed National Agency Check with Inquiries (NACI) or an equivalent or higher degree of background investigation, the letter shall indicate the type

of investigation, the agency completing the investigation, and date the investigation was completed. Also, the letter must specify the risk/sensitivity level associated with the position in which each applicant will be working (NPR 1600.1, §4.5 is germane) Further, the letter shall also acknowledge that contract employees may be denied access to NASA information or information systems based on an unsatisfactory background investigation/adjudication.

After reviewing the letter for completeness and concurring with the risk/sensitivity levels, the COTR/host must forward the letter to the Center Chief of Security (CCS). The CCS shall review the OPM databases (e.g., DCII, PIP, et al.), and take appropriate steps to validate the applicant's investigation status. Requirements for a NACI or other investigation shall be initiated only if necessary.

Applicants who do not currently possess the required level of background investigation shall be directed to the e-QIP web site to complete the necessary background investigation forms online. The CCS shall provide to the COTR/host information and instructions on how to access the e-QIP for each contract or foreign national employee requiring access

Step 2: Upon acceptance of the letter/background information, the applicant will be advised that in order to complete the investigative process, he or she must appear in-person before the authorized PIV registrar and submit two forms of identity source documents in original form. The identity source documents must come from the list of acceptable documents included in Form I-9, Employment Eligibility Verification, one which must be a Federal¹ or State issued picture identification. Fingerprints will be taken at this time. The applicant must appear **no later than** the entry on duty date.

When the applicant appears, the registrar will electronically scan the submitted documents; any document that appears invalid will be rejected by the registrar. The registrar will capture electronically both a facial image and fingerprints of the applicant. The information submitted by the applicant will be used to create or update the applicant identity record in the Identity Management System (IDMS).

Step 3: Upon the applicant's completion of the investigative document, the CCS reviews the information, and resolves discrepancies with the applicant as necessary. When the applicant has appeared in person and completed fingerprints, the package is electronically submitted to initiate the NACI. The CCS includes a request for feedback on the NAC portion of the NACI at the time the request is submitted.

Step 4: Prior to authorizing physical access of a contractor employee to a federally-controlled facility or access to a Federal information system, the CCS will a National Crime Information Center (NCIC) with an Interstate Identification Index check is/has been performed. In the case of a foreign national, a national check of the Bureau of Immigration and Customs Enforcement (BICE) database will be performed for each applicant. If this process yields negative information, the CCS will immediately notify the COTR/host of the determination regarding access made by the CCS.

¹ A non-PIV government identification badge, including the NASA Photo Identification Badge, **MAY NOT BE USED** for the original issuance of a PIV vetted credential

Step 5: Upon receipt of the completed NAC, the CCS will update IDMS from the NAC portion of the NACI and indicate the result of the suitability determination. If an unsatisfactory suitability determination is rendered, the COTR will advise the contractor that the employee is being denied physical access to all federally-controlled facilities and Federal information systems.

Based on a favorable NAC and NCIC/III or BICE check, the CCS will authorize the issuance of a PIV federal credential in the Physical Access Control System (PACS) database. The CCS, based on information provided by the COTR/host, will determine what physical access the applicant should be granted once the PIV issues the credential.

Step 6: Using the information provided by the applicant during his or her in-person appearance, the PIV card production facility creates and instantiates the approved PIV card for the applicant with an activation date commensurate with the applicant's start date.

Step 7: The applicant proceeds to the credential issuance facility to begin processing for receipt of his/her federal credential.

The applicant provides to the credential issuing operator proof of identity with documentation that meets the requirements of FIPS 201 (DHS Employment Eligibility Verification (Form I-9) documents. These documents **must** be the same documents submitted for registration.

The credential issuing operator will verify that the facial image, and optionally reference finger print, matches the enrollment data used to produce the card. Upon verification of identity, the operator will locate the employee's record in the PACS database, and modify the record to indicate the PIV card has been issued. The applicant will select a PIN for use with his or her new PIV card. Although root data is inaccessible to the operator, certain fields (hair color, eye color, et al.) may be modified to more accurately record the employee's information.

The applicant proceeds to a kiosk or other workstation to complete activation of the PIV card using the initial PIN entered at card issuance.

ALTERNATIVE FOR APPLICANTS WHO DO NOT HAVE A COMPLETED AND ADJUDICATED NAC AT THE TIME OF ENTRANCE ON DUTY

Steps 1 through 4 shall be accomplished for all applicants in accordance with the process described above. If the applicant is unable to appear in person until the time of entry on duty, or does not, for any other reason, have a completed and adjudicated NAC portion of the NACI at the time of entrance on duty, the following interim procedures shall apply.

1. If the documents required to submit the NACI have not been completed prior to EOD, the applicant will be instructed to complete all remaining requirements for submission of the investigation request. This includes presentation of I-9 documents and completion of fingerprints, if not already accomplished. If the applicant fails to complete these activities as prescribed in NPR 1600.1 (Chapters 3 & 4), it may be considered as failure to meet the conditions required for physical access to a federally-

controlled facility or access to a Federal information system, and result in denial of such access.

2. Based on favorable results of the NCIC, the applicant shall be issued a temporary NASA identification card for a period not-to-exceed six months. If at the end of the six month period the NAC results have not been returned, the agency will at that time make a determination if an additional extension will be granted for the temporary identification card.

Upon return of the completed NAC, the process will continue from Step 5.

(End of clause)

I. 112 1852.225-70 EXPORT LICENSES (FEB 2000)

(a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at [*insert name of NASA installation*], where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of clause)

[END OF SECTION]

SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

J.1 LIST OF ATTACHMENTS

The following documents are attached hereto and made a part of this contract:

1. Specifications and Drawings for Project FAC-M5032 (provided via CD dated 8/17/2009)
2. US Dept of Labor General Wage Determination issued under the Davis Bacon and Related Acts: General Wage Decision No. AL 080056, dated August 7, 2009, Building Construction, Madison County Alabama.

(End of Clause)

[END OF SECTION]

SECTION J – ATTACHMENT 2

US Dept of Labor General Wage Determination issued under the Davis Bacon and Related Acts: General Wage Decision No. AL 080056, dated August 7, 2009, Building Construction, Madison County, Alabama.

**U.S. DEPARTMENT OF LABOR
DAVIS-BACON ACT WAGE DETERMINATION**

General Decision Number: AL080056 08/07/2009 AL56

Superseded General Decision Number: AL20070104

State: **Alabama**

Construction Type: **Building**

County: **Madison County in Alabama.**

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	02/08/2008
1	03/21/2008
2	01/16/2009
3	07/10/2009
4	08/07/2009

CARP0109-001 01/01/2007

	Rates	Fringes
CARPENTER, Including Drywall Hanging and Form Work\)	\$ 18.69	6.06

ENGI0320-003 01/01/2008

	Rates	Fringes
Power equipment operators: Boom and Crane (Hydraulic & Conventional Cranes-100 Ton and over)	\$ 19.61	7.91
Cherry Picker (Hydraulic Crane Under 100 Ton), Forklift, and Front End Loader	\$ 20.33	7.91
Oiler	\$ 16.67	7.91

IRON0477-001 05/01/2009

	Rates	Fringes
IRONWORKER, STRUCTURAL	\$ 22.00	10.03

* SHEE0048-004 06/01/2009

	Rates	Fringes
Sheet Metal Worker (including HVAC Duct Work).....	\$ 21.55	11.46

SUAL2007-048 10/02/2007

	Rates	Fringes
BRICKLAYER.....	\$ 17.00	0.00
CEMENT MASON/CONCRETE FINISHER....	\$ 16.50	0.00
DRYWALL FINISHER/TAPER.....	\$ 13.24	0.00
ELECTRICIAN.....	\$ 17.52	4.06
HVAC MECHANIC (HVAC Pipe Only)....	\$ 15.33	0.67
IRONWORKER, REINFORCING.....	\$ 10.87	0.00
LABORER: Common/General, Including Landscaping.....	\$ 10.24	0.00
LABORER: Pipelayer.....	\$ 9.15	1.18
OPERATOR: Backhoe.....	\$ 11.50	3.24
OPERATOR: Bulldozer.....	\$ 12.94	2.47
OPERATOR: Excavator.....	\$ 16.00	0.00
OPERATOR: Grader/Blade.....	\$ 11.00	0.00
PAINTER: Brush & Roller.....	\$ 10.25	0.00
PIPEFITTER, Excluding HVAC Pipe.....	\$ 15.06	2.19
PLUMBER, Excluding HVAC Pipe.....	\$ 13.87	0.00
ROOFER, Including Polyurethane Foam, Built Up, Metal, Shake & Shingle, and Single Ply Roofs.....	\$ 9.75	0.00
TILE SETTER.....	\$ 16.80	3.90
TRUCK DRIVER.....	\$ 10.42	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS

K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (FEB 2009)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236210.

(2) The small business size standard is \$33.5M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
 - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.

(xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

☒ (i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

☐ (ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

☒ (iii) 52.219-22, Small Disadvantaged Business Status.

☒ (A) Basic.

☐ (B) Alternate I.

☐ (iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

☐ (vi) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

☒ (vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

☒ (viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

☐ (ix) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
------------	-------	------	--------

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

[END OF SECTION]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

- L.1 52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS. (DEC 1989)**
- L.2 52.214-4 FALSE STATEMENTS IN BIDS. (APR 1984)**
- L.3 52.214-5 SUBMISSION OF BIDS. (MAR 1997)**
- L.4 52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS. (APR 1984)**
- L.5 52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS. (NOV 1999)**
- L.6 52.214-18 PREPARATION OF BIDS - CONSTRUCTION. (APR 1984)**
- L.7 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE. (APR 1991)**
- L.8 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY. (APR 1991)**
- L.9 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION. (FEB 1999)**
 Paragraph (b) fill-ins: [8% and 4% respectively]
 Paragraph (e) fill-in: [Huntsville, Alabama]
- L.10 52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER. (MAY 1999)**
- L.11 52.236-27 SITE VISIT (CONSTRUCTION). (FEB 1995)**
*Pam Davis; Address: AS22, George C. Marshall Space Flight Center
 Marshall Space Flight Center, AL 35812; Telephone: 256-544-7861]*
- L.12 1852.214-70 CAUTION TO OFFERORS FURNISHING DESCRIPTIVE LITERATURE. (DEC 1988)**
- L.13 1852.236-71 ADDITIVE OR DEDUCTIVE ITEMS. (MARCH 1989)**
- L.14 52.211-4 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS. (JUN 1988)**
 Activity: Construction Branch/AS22
 Address: George C. Marshall Space Flight Center
 Marshall Space Flight Center, AL 35812
 Phone: 256-544-7861
 Point of Contact: Pam Davis
 Time: 8am - 3pm (local time)

(End of provision)

L.15 52.216-1 TYPE OF CONTRACT. (APR 1984)

The Government contemplates award of a FIRM FIXED-PRICE contract resulting from this solicitation.

(End of provision)

L.16 52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT - CONSTRUCTION MATERIALS. (FEB 2009)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.* (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.* (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested -

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

(End of provision)

L.17 52.233-2 SERVICE OF PROTEST. (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Bldg 4250, Room 36, Marshall Space Flight Center, Alabama 35812.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L.18 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): Federal Acquisition Regulation (FAR) provisions: <http://www.acqnet.gov/far/>

NASA FAR Supplement (NFS) provisions:

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

Marshall Space Flight Center (MSFC) provisions:

http://ec.msfc.nasa.gov/msfc/msfc_uni.html

(End of provision)

L.19 52.252-3 ALTERATIONS IN SOLICITATION. (APR 1984)

Portions of this solicitation are altered as follows: *[none]*

(End of provision)

L.20 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS. (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the provision.

(b) The use in this solicitation of any [NASA FAR Supplement] (48 CFR Chapter [18]) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of provision)

L.21 1852.219-73 SMALL BUSINESS SUBCONTRACTING PLAN. (MAY 1999)

(a) This provision is not applicable to small business concerns.

(b) The contract expected to result from this solicitation will contain FAR clause 52.219-9, "Small Business Subcontracting Plan." The apparent low bidder must submit the complete plan within 10 calendar days after request by the Contracting Officer.

(End of provision)

L.22 1852.223-73 SAFETY AND HEALTH PLAN. (NOV 2004) -- ALTERNATE I (NOV 2004)

(a) The apparent low bidder, upon request by the Contracting Officer, shall submit a detailed safety and occupational health plan (see NPR 8715.3, NASA Safety Manual, Appendices). The plan shall be submitted within the time specified by the Contracting Officer. Failure to submit an acceptable plan shall make the bidder ineligible for the award of a contract. The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure the safety of all working conditions throughout the performance of the contract.

(b) When applicable, the plan shall address the policies, procedures, and techniques that will be used to ensure the safety and occupational health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), and high-value equipment and property.

(c) The plan shall similarly address subcontractor employee safety and occupational health for those proposed subcontracts that contain one or more of the following conditions:

(1) The work will be conducted completely or partly on premises owned or controlled by the government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the assessed risk and consequences of a failure to properly manage and control the hazards warrants use of the clause.

(d) This plan, as approved by the Contracting Officer, will be included in any resulting contract.

(End of provision)

L.23 1852.228-73 BID BOND. (OCT 1988)

(a) Each bidder shall submit with its bid a bid bond (Standard Form 24) with good and sufficient surety or sureties acceptable to the Government, or other security as provided in Federal Acquisition Regulation clause 52.228-1, in the amount of twenty percent (20%) of the bid price, or \$3 million, whichever is the lower amount.

(b) Bid bonds shall be dated the same date as the bid or earlier.

(End of provision)

L.24 1852.233-70 PROTESTS TO NASA. (OCT 2002)

Potential bidders or offerors may submit a protest under 48 CFR Part 33 (FAR Part 33) directly to the Contracting Officer. As an alternative to the Contracting Officer's consideration of a protest, a potential bidder or offeror may submit the protest to the Assistant Administrator for Procurement, who will serve as or designate the official responsible for conducting an independent review. Protests requesting an independent review shall be addressed to Assistant Administrator for Procurement, NASA Code H, Washington, DC 20546-0001.

(End of provision)

L.25 1852.236-74 MAGNITUDE OF REQUIREMENT. (DEC 1988)

The Government estimated price range of this project is between \$1,000,000.00 and \$5,000,000.00.

(End of provision)

L.26 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION. (JUL 2009)

(a) *Definition.* "Inverted domestic corporation" means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

(b) *Relation to Internal Revenue Code.* A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(c) *Representation.* By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(End of provision)

[END OF SECTION]

SECTION M - EVALUATION FACTORS FOR AWARD

**M.1 52.214-19 CONTRACT AWARD - SEALED BIDDING - CONSTRUCTION.
(AUG 1996)**

[END OF SECTION]